# UNITED STATES BANKRUPTCY COURT MIDDLE DISTRICT OF PENNSYLVANIA



### LOCAL BANKRUPTCY FORMS

Effective: January 1, 2005

(Modified: December 1, 2011)

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### **LOCAL BANKRUPTCY FORM 1007-1(c)**

IN RE	Ú:			
			:	CHAPTER
			:	
			:	CASE NObk
			:	
			:	
		<b>Debtor</b> (s)	:	
				O PAYMENT ADVICES C. § 521(a)(1)(B)(iv)
	T	he	rehy certify	y that within civty (60) days before the date of filing
conten	nplated b	ioned bankruptcy petition, I by 11 U.S.C. § 521(a)(1)(B) yment advices during that p	(iv), from a	y that within sixty (60) days before the date of filing reive payment advices (e.g. "pay stubs"), as any source of employment. I further certify that I ase:
		I have been unable to work preceding the date of the a		disability throughout the sixty (60) days immediately oned petition.
				her than Social Security payments throughout the g the date of the above-captioned petition.
		preceding the date of the a	bove-capti	nt income throughout the sixty (60) days immediately oned petition has been through self-employment from ages or a salary at fixed intervals.
		I have been unemployed the above-captioned petition	-	the sixty (60) days immediately preceding the date of
				e to factors other than those listed above. (Please
correct		fy under penalty of perjury to		ormation provided in this certification is true and
DATE				
DAID	•		-	Debtor
				Joint Debtor

### **LOCAL BANKRUPTCY FORM 1017-2**

IN RE:				
	:	CHAPTER	_	
	:			
	:	CASE NO	hl <sub>z</sub>	
	•	CASE NO	DK	
Debtor(s)	•			
2 65001(5)	:			
UNITED STATES TRUSTEE	:			
Movant	:			
	:			
VS.	:			
	:			
	:			
	:			
	:			
Respondent	:			
NOTICE	TO PART	<u>IES IN INTERES</u>	<u>T</u>	
NOTICE IS HEREBY GIVEN	THAT:			
The United States Trustee has file	ed a Motion t	o Dismiss the above-	referenced ca	se for failure to
file schedules and statements.				
Objections to the Motion must be	filed with th	e Clerk, United State	es Bankruptcy	Court for the
Middle District of Pennsylvania,				
Pennsylvania, on or before				
A hearing on timely objections w	ill be held		, 20	at
o'clockM., in				Pennsylvania.
If no objections are filed, an Orde	er may be ent	ered by the Court wi	thout further	notice.
Dated:	P.O. 1	e of the United State Box 969 Sburg, PA 17108	s Trustee	

### **LOCAL BANKRUPTCY FORM 2016-1**

IN R	RE:		
		: CHAPTER	_
		: CASE NO -	-bk
		: CASE NO	
		:	
	<b>Debtor</b> (s)	:	
		MARY COVER SHEET EXPENSES APPLICATIO	<u>N</u>
a.	Your applicant was appointed o	n	, based on an
	application filed		
b.	Your applicant represents		
c.	This application is a		
	(state whether interim or final a	pplication).	
d.	The total amount of compensati	on for which reimbursement is	s sought is and is
	for the period from	to	,
e.	The total amount of expenses for	or which reimbursement is sou	ght is and is for
	the period from	to	
f.	The dates and amounts of any re	etainer received are	·
g.	The dates and amounts of withd	rawals from the retainer by th	e Applicant are
h.	The dates and amounts of previous	ous compensation allowed are	:
i.	The dates and amounts of previous	ous compensation paid are:	
j.	There are/are no objections to p	rior fee applications of Applic	ant that have not been ruled
	upon by the Court in this bankry	iptcy case.	
		Applicant's Signature	
DAT	TED:		

#### **LOCAL BANKRUPTCY FORM 3007-1**

## IN THE UNITED STATES BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

IN RE:		: CHAPTER
		•
		: CASE NObk
	<b>Debtor(s)</b>	: :
		:
		:
		:
		:
	Ohiostont	:
<b>X</b> 7	Objectant	: :
v.		•
		•
		•
		: :
		• •
	Claimant	:
то:		("Claimant")

#### NOTICE TO CLAIMANT OF OBJECTION TO CLAIM

Attached to this notice is an objection to your proof of claim.

Your claim may be reduced, modified, or eliminated. You should read this notice and the objection carefully and discuss them with your attorney, if you have one.

The purpose of this notice is to advise you of the following rights:

- (a) Within thirty (30) days after the date of this notice you are required to file one of the following with the Clerk of the Bankruptcy Court:
  - (1) an amended proof of claim;
  - (2) a response to the objection; or
  - (3) a request for a hearing.
- (b) If you send your amended proof of claim, response or request for a hearing by mail or by delivery service, you must send it so that the Clerk of the Bankruptcy Court receives it by the deadline at the following address:

Clerk, United States Bankruptcy Court Middle District of Pennsylvania Third and Walnut Streets P.O. Box 908 Harrisburg, PA 17108

or

Clerk, United States Bankruptcy Court Middle District of Pennsylvania 274 Max Rosenn U.S. Courthouse 197 S. Main Street Wilkes Barre, PA 18701

	WHIRES Dalle, 1A 10701
	ired concurrently to serve a copy of the amended proof of claim, response to the for a hearing upon counsel for the objecting party at the following address:
hearing within thirty	file an amended proof of claim, a response to the objection, or a request for a (30) days after the date of this notice, the Court may grant the relief requested disallow or modify your claim without further notice or hearing.
(c)	You are entitled to a hearing on the objection if you file either a writter response to the objection or a written request for a hearing with the Cour within thirty (30) days after the date of this notice.
(d)	An attorney or pro se party who wishes to participate in the hearing telephonically must consult the Court's website ( <a href="www.pamb.uscourts.gov">www.pamb.uscourts.gov</a> and click on the Telephonic Court Appearances tab to review the assigned Judge's telephone procedures.
(e)	You may have other rights not referred to in this Notice.
	s not intended to advise you of all your rights regarding your claim and is no legal advice. If you decline to obtain counsel regarding the attached objection on risk.
	L TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THE COURT E RELIEF REQUESTED BY THE OBJECTION WITHOUT FURTHER ING.
This Notice v	was mailed to you by:
Date of Notice	ce and Date of Mailing:, 20

Rev. 03/08/11

#### **LOCAL BANKRUPTCY FORM 3015-1**

# IN THE UNITED STATES BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

IN RE:		CIVIA POETID 42
		: CHAPTER 13 : CASE NObk
		: CHAPTER 13 PLAN
	Debtor(s)	: (Indicate if applicable) : ( ) # MOTIONS TO AVOID LIENS : ( ) # MOTIONS TO VALUE COLLATERAL
		: ( ) ORIGINAL PLAN : ( ) AMENDED PLAN : (Indicate 1 <sup>ST</sup> , 2 <sup>ND</sup> , 3 <sup>RD</sup> , etc.)
	YOUR RI	GHTS WILL BE AFFECTED
timely further	written objection. This plan i	If you oppose any provision of this plan you must file a may be confirmed and become binding on you without ritten objection is filed before the deadline stated on the e filing of the plan
	P	PLAN PROVISIONS
DISCHA	RGE: (Check one)	
( )	The debtor will seek a d	lischarge of debts pursuant to Section 1328(a).
( )	•	e for a discharge of debts because the debtor has scharge described in Section 1328(f).
NOTICE	OF SPECIAL PROVISION	NS: (Check if applicable)
( )	approved by the U.S. Ba Those provisions are set the designated spaces or preprinted language of t Debtor is prohibited from	tal provisions that are not included in the standard plan as ankruptcy Court for the Middle District of Pennsylvania. It out in Section 8 of this plan. Other than to insert text into receive to expand the tables to include additional claims, the this form may not be altered. This does not mean that the m proposing additional or different plan provisions in may propose additional or different plan provisions or

specify that any of the provisions will not be applicable, provided however, that

each such provision or deletion shall be set forth herein in Section 8.

### 1. PLAN FUNDING AND LENGTH OF PLAN

A.	<u>Pl</u>	an Payments	<u>n Payments</u>			
	1.	been mad the remain addition t	e to the Trustee to daning term of the plan o monthly plan paymer. Trustee as set forth	d \$ (enter \$0 inte). Debtor(s) shall pay the following payment ments, Debtor(s) shall man below. The total base or payments and property	y to the Trustee for s. If applicable, in ake conduit payments plan is	
Start mm/yy		End mm/yy	Plan Payment	Estimated Conduit Payment	Total Payment	
				Total Payments:	\$	
	2. If the plan provides for conduit mortgage payments, and the mortgagee notifies the Trustee that a different payment is due, the Trustee shall notify the Debtor and the attorney for the Debtor, in writing, to adjust the conduit payments and the plan funding accordingly. Debtor(s) is responsible for a post-petition mortgage payments due prior to the initiation of conduit mortgage payments.				e Trustee shall notify to adjust the conduit ) is responsible for all	
	3.	` ′		te action to ensure that a nform to the terms of th		
	4.	CHECK (	ONE: ( ) Debto	r(s) is at or under media	an income	
			calculates the paid to unse	r(s) is over median incomat a minimum of \$ecured, non-priority creen the Means Test.	must be	
B.	<u>Li</u>	quidation of A	<u>ssets</u>			
	1.		-	ied plan payments, Deb		

sale of	property known and designated as
	All sales shall be completed by
	, 20 If the property does not sell by the date
specifi	ed, then the disposition of the property shall be as follows:
Other	payments from any source(s) (describe specifically) shall be paid to
the Tru	istee as follows:
The De	ebtor estimates that the liquidation value of this estate is
	. (Liquidation value is calculated as the value of all non-
	t assets after the deduction of valid liens and encumbrances and
before	the deduction of Trustee fees and priority claims.)

#### 2. SECURED CLAIMS

A. <u>Pre-Confirmation Distributions</u>. Adequate protection and conduit payments in the following amounts will be paid by the Debtor to the Trustee. The Trustee will disburse these payments for which a proof of claim has been filed as soon as practicable after receipt of said payments from the Debtor.

Name of Creditor	Address	Account #	Estimated Monthly Payment
			\$
			\$

The Trustee will not make a partial payment. If the Debtor makes a partial plan payment, or if it is not paid on time and the Trustee is unable to pay timely a payment due on a claim in this section, the Debtor's cure of this default must include any applicable late charges.

Upon receipt, Debtor shall mail to the Trustee all notices from mortgagees including statements, payment coupons, impound and escrow notices, and notices concerning changes of the interest rate on variable interest rate loans. If any such notice informs the Debtor that the amount of the payment has increased or decreased, the change in the plan payment to the Trustee will not require modification of this plan.

B. <u>Mortgages and Other Direct Payments by Debtor</u>. Payments will be made outside the plan according to the original contract terms, with no modification of contract terms and with liens retained. All mortgage and other lien claim balances survive the plan if not avoided or paid in full under the plan.

Name of Creditor	Description of Collateral	Contractual Monthly Payment	Principal Balance of Claim
		\$	\$
		\$	\$
		\$	\$
		\$	\$

C. <u>Arrears</u>. The Trustee shall distribute the amount of pre-petition arrearages set forth in the allowed proof of claim to each secured creditor set forth below. If the Debtor or the Trustee objects to a proof of claim and the objection is sustained, or if the plan provides for payment of amounts greater than the allowed proof of claim, the creditor's claim will be paid in the amount allowed by the court.

Name of Creditor	Description of Collateral	Estimated Pre-petition Arrears to be Cured	Estimated Post- petition Arrears to be Cured	Estimated Total to be paid in plan
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$

D. <u>Secured Claims Paid According to Modified Terms</u>. These amounts will be paid in the plan according to modified terms, and liens retained until entry of discharge. The excess of the creditor's claim will be treated as an unsecured claim. Any claim listed as "NO VALUE" in the "Modified Principal Balance" column below will be treated as an unsecured claim. THE LIENS WILL BE AVOIDED OR LIMITED THROUGH THE PLAN OR DEBTOR(S) WILL FILE AN ADVERSARY ACTION TO DETERMINE THE EXTENT, VALIDITY, AND PRIORITY OF THE LIEN (Select method in last column):

Name of Creditor	Description of Collateral	Modified Principal Balance	Interest Rate	Total Payment	Plan* or Adversary Action
		\$	%	\$	
		\$	%	\$	
		\$	%	\$	

\* "PLAN" INDICATES THAT THE DEBTOR(S) PROPOSES TO AVOID OR LIMIT THE LIEN OF THE CREDITOR IN THIS PLAN. CONFIRMATION OF THE PLAN SHALL CONSTITUTE A FINDING OF VALUATION PURSUANT TO SECTION 506(a). NO ADVERSARY COMPLAINT OR MOTION WILL BE FILED AND THE LIEN WILL BE AVOIDED BY A CONFIRMATION ORDER UPON DISCHARGE. IF THE CREDITOR WISHES TO CONTEST THE AVOIDANCE OF THE LIEN, THE CREDITOR MUST FILE AN OBJECTION TO THIS PLAN. OTHERWISE CONFIRMATION OF THE PLAN WILL AVOID THE LIEN UPON DISCHARGE.

E. <u>Other Secured Claims</u>. (Including conduit payments)

Name of Creditor	Description of Collateral	Principal balance of Claim	Interest Rate	Total to be paid in plan
		\$	%	\$
		\$	%	\$
		\$	%	\$

F. <u>Surrender of Collateral</u>. Debtor(s) surrenders the following assets to secured creditors. Upon confirmation of the plan, bankruptcy stays are lifted as to the collateral to be surrendered. This provision does not prejudice a creditor's right to move to lift the stay prior to confirmation.

Name of Creditor	Description of Collateral to be Surrendered

G. <u>Lien Avoidance</u>. The Debtor moves to avoid the following judicial and/or nonpossessory, non-purchase money liens of the following creditors pursuant to Section 522(f) (this section should not be used for statutory or consensual liens such as mortgages):

Name of Creditor	Description of Collateral

- H. Optional provisions regarding duties of certain mortgage holders and servicers.
   Property of the estate vests upon closing of the case, and Debtor elects to include the following provisions. (Check if applicable)
  - ( ) Confirmation of the plan shall impose an affirmative duty on the holders and/or servicers of any claims secured by liens, mortgages and/or deeds of trust on the principal residence of the Debtor to do the following:
    - (1) Apply the payments received from the Trustee on the pre-petition arrearage, if any, only to such arrearage. For purposes of this plan, the "pre-petition arrearage" shall include all sums included in the "allowed" proof of claim and shall have a "0" balance after both: (1) the Discharge Order in this case has been entered; and (2) payment in full of the allowed proof of claim has been made.
    - (2) Deem the pre-petition arrearage as contractually current upon confirmation of the plan, thereby precluding the imposition of late payment charges or other default-related fees and services based solely on the prepetition default or defaults.
    - (3) Apply the post-petition monthly mortgage payments made by the Debtor to the post-petition mortgage obligations as provided for by the terms of the underlying mortgage note. Late charges may be assessed on post-petition payments as provided by the terms of the mortgage and note.
    - (4) Notify the Debtor and the attorney for the Debtor, in writing, of any changes in the interest rate for any non-fixed rate or adjustable rate mortgages and the effective date of any such adjustment or adjustments not less than 60 days in advance of such change or at such time as the change becomes known to the holder if the change is to be implemented in less than 60 days.

- (5) Notify the Debtor, and the attorney for the Debtor, in writing, of any change in the property taxes and/or the property insurance premiums that would either increase or reduce the escrow portion, if any, of the monthly mortgage payments and the effective date of any such adjustment or adjustments not less than 60 days in advance of such change or at such time as the change becomes known to the holder if the change is to be implemented in less than 60 days.
- Within 60 days after receipt of a written request made by the Debtor to the servicer or mortgage lender, with a copy served upon its counsel, the servicer or mortgage lender shall provide Debtor and his counsel a statement detailing the following amounts paid by the Debtor post-petition: (1) all payments applied to the principal balance; (2) all payments applied to interest; (3) all payments applied to any escrow account; (4) all payments applied to any pre-petition arrearage claim and the remaining balance; and (5) all fees and charges alleged to have accrued post-petition, along with an explanation thereof. The statement may be in the form of a post-petition ledger prepared by the servicer or lender provided the documents used to prepare same are also provided. The Debtor may (i) challenge this information by filing a motion with the court, to be served upon the holder and the Trustee, (ii) propose a modified plan to provide for payment of additional amounts that the Debtor acknowledges or the court determines are due, or (iii) take no action at all. To the extent that amounts set forth are not determined by the court to be invalid or are not paid by the Debtor through a modified plan, the rights of the holder to collect these amounts will be unaffected.

#### 3. PRIORITY CLAIMS

A. Allowed unsecured claims entitled to priority under section 1322(a) will be paid in full unless modified under Section 8:

Name of Creditor	Estimated Total Payment
	\$
	\$
	\$

<b>D</b>	A 1		<b>.</b>	$\sim$ 1	•
B.	Λdn	0110101	trative	( 'I	aime.
1).	— AUII	111115	IAIIVE	١.,	allis.

(1)	Trustee fees.	Percentage fees payable to the Trate fixed by the United States Tr	
(2)	Attorney fees	In addition to the retainer of \$	already paid by the
		Debtor, the amount of \$	_ in the plan. Any amount
		exceeding the Trustee's applicab	le no-look fee will not be

paid until a fee application for the requested amount is approved by the Court. These no-look fees are posted at: www.mdbba.net/Chapter13Trustee.html.

(3) Other administrative claims.

Name of Creditor	Estimated Total Payment
	\$
	\$
	\$

#### 4. UNSECURED CLAIMS

A. <u>Claims of Unsecured Nonpriority Creditors Specially Classified</u>. Includes unsecured claims, such as co-signed unsecured debts, that will be paid in full even though all other unsecured claims may not be paid in full.

Name of Creditor	Reason for Special Classification	Amount of Claim	Interest Rate	Total Payment
		\$	%	\$
		\$	%	\$

- B. All remaining allowed unsecured claims shall receive a pro-rata distribution of any funds remaining after payment of the other classes.
- **5. EXECUTORY CONTRACTS AND UNEXPIRED LEASES**. The following executory contracts and unexpired leases are assumed (and pre-petition arrears to be cured in the plan) or rejected (so indicate):

Name of Creditor	Description of Collateral	Monthly Payment	Interest Rate	Pre-petition Arrears	Total Payment	Assume/ Reject
		\$	%	\$	\$	
		\$	%	\$	\$	

6. REV	<b>ESTING</b>	OF PROPERT	<b>Y</b> :	(Check O	ne)
--------	---------------	------------	------------	----------	-----

( )	Property of the estate will vest in the Debtor upon confirmation.	(Not to be used
	with Section 2H)	

( ) Property of the estate will vest in the Debtor upon closing of the case.

#### 7. STUDENT LOAN PROVISIONS

A. <u>Student loan provisions</u>. This plan does not seek to discharge student loan(s) except as follows:

## (NOTE: If you are not seeking to discharge a student loan(s), do not complete this section.)

Name of Creditor	Monthly Payment	Interest Rate	Pre-petition Arrears	<b>Total Payment</b>
	\$	%	\$	\$
	\$	%	\$	\$

#### 8. OTHER PLAN PROVISIONS

A. Include the additional provisions below or on an attachment. (**NOTE: The plan** and any attachment must be filed as one document, not as a plan and exhibit.)

Rev. 03/08/11

### 9. ORDER OF DISTRIBUTION:

•	s from the plan will be made by the Trustee in the following	order:
Level 1:		
Level 2:		
Level 3:	<u>-</u>	
Level 4:		
Level 5:		
Level 6:		
Level 7:		
Level 8:		
If the above	ove Levels are not filled-in, then the order of distribution of	plan payments will be
	ned by the Trustee using the following as a guide:	. 1 2
Level 1:	Adequate protection payments.	
Level 2:		
Level 3:	•	
Level 4:	11 6	
Level 5:	•	
Level 6:		
Level 7:	± •	
Level 8:	Untimely filed unsecured claims to which the Debtor l	nas not objected.
GENERA	AL PRINCIPLES APPLICABLE TO ALL PLANS	
All pre-pet through the	petition arrears and cramdowns shall be paid to the Trustee and the plan.	nd disbursed to creditors
Trustee will bar date that	petition creditor files a secured, priority or specially classified will treat the claim as allowed, subject to objection by the De that are not properly served on the Trustee will not be paid. wing claims and filing objections, if appropriate.	btor. Claims filed after the
Dated:		
	Attorney for Deb	otor
	Debtor	
	Joint Debtor	

Rev. 06/23/08

### **LOCAL BANKRUPTCY FORM 3015-2(a)**

IN RE:				
	:	CHAPTER	13	
	:	CACE NO	hl-	
	: '	CASE NU.	bk	
	:			
Debtor(s)	:			
CERTIFICATION REGARDING (Alteria	SERVICE ng Treatmen		DED CHAPTER	13 PLAN
The undersigned, counsel for the	above-caption	oned Debtor	(s), hereby certifie	s that the
Amended Chapter 13 Plan	filed on		_ proposes to alter	the treatment
of the claims of the following creditors in	ncluded in th	e confirmed	Chapter 13 Plan:	
I further certify that notice of the	filing of the		_ Amended Chapt	er 13 Plan has
been served on the above listed creditors	s and the Cha	pter 13 trust	ee and that no oth	er party, other
than the creditors listed above, will be a	iffected by th	e provisions	of the	Amended
Chapter 13 Plan.				
	Counsel	for Debtor(	s)	
Datade				

Rev. 06/23/08

#### **LOCAL BANKRUPTCY FORM 3015-2(b)**

IN RE:	CHAPTED 12
	: CHAPTER 13 :
	: CASE NO bb
	: CASE NObk
Debtor(s)	:
	SERVICE OF AMENDED CHAPTER 13 PLAN or Making Technical Amendments)
The undersigned, counsel for the a	above-captioned Debtor(s), hereby certifies that the
Amended Chapter 13 Plan f	iled on proposes to alter the funding
of, or to make technical amendments to, t	he Chapter 13 Plan confirmed on,
but does not affect the treatment of the cla	aims of any creditors included in the confirmed Plan,
including the amounts to be paid, the timi	ing of the payments or the treatment of collateral:
I further certify that the	Amended Chapter 13 Plan has been served on the
Chapter 13 trustee, and because none of the	he claims provided for in the plan will be affected by
the provisions of the Amend	ded Chapter 13 Plan, no further notice is required.
	Counsel for Debtor(s)
Dated:	

Rev. 08/07/09

### **LOCAL BANKRUPTCY FORM 3015-3(a)**

# IN THE UNITED STATES BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

IN RE:

		: CHAPTER
		: CASE NObk
		· :
	<b>Debtor</b> (s)	: :
]	POST PET	N CERTIFICATION OF COMPLIANCE WITH ITION OBLIGATIONS use must complete and file a separate certification.
I,		, upon oath or affirmation, hereby certify as follows:
1.	That the below information is being hearing date on	g supplied for compliance with the confirmation
2.	That all post-petition amounts that Support Obligations have been paid	are required to be paid under any and all Domestic d.
3.	That all applicable Federal, State, a 1308 have been filed.	and local tax returns, as required by 11 U.S.C. Section
4.	updated Certification will be filed	ated in Paragraph 1 is adjourned for any reason, that an with the Court prior to any subsequent confirmation e information contained in this Certification changes.
5.		by counsel for Debtor, that the Debtor was duly this Certification and supplied answers consistent with
		nts made by me are true. I am aware that if any of the fully false, I am subject to punishment for perjury.
DA7	ГЕD:	BY: Counsel for Debtor
		Counsel for Debtor
DAT	ГЕD:	BY:
		Debtor

Rev. 12/19/08

### **LOCAL BANKRUPTCY FORM 3015-3(b)**

IN RE:			
		: CHAPTER	
		: CASE NObk	
		:	
	Debtor(s)	: :	
		CATION REGARDING SUPPORT OBLIGATION(S)	
Consumer Protection to the applicable st	ion Act of 2005 requires the tate child support enforcement ust complete the following	ion claims in a case, the Bankruptcy Abutrustee to provide written notice to the holdent agency. In order for the trustee to compininformation and verify the information is to	ler of the claim and ly with the Act, the
1. Name of Dome	estic Support Obligee		
Claim Holder	Last Name	First	Middle Initial
2. Address of Dor	mestic Support Obligee		
Claim Holder			
	Street	City	
-	County	State	Zip
3. Telephone Nur	mber of Domestic Support C	bligee	
Claim Holder			
	(Area Code) Phone N	umber	
4. If you are paying	ng a Domestic Support Obli	gation pursuant to a Court Order, provide t	the following:
	Name of Court		
	Address of Court		
	Docket Number	PACSES	S Number
The undersigned h	nereby certifies that the foreg	going statements are true and correct under	penalty of perjury.
DATED:		BY:	
		Debtor	

### **LOCAL BANKRUPTCY FORM 3015-5**

IN KE:	: CHAPTER 13
	:
Debtor(s)	· : :
	ΓΙFICATIONS REGARDING BLIGATIONS AND SECTION 522(q)
If a joint petition is filed, each spou	se must complete and file a separate certification.
Part I. Certification Regarding Domestic S	Support Obligations (check no more than one)
Pursuant to 11 U.S.C. Section 1328	(a), I certify that:
☐ I owed no domestic support on not been required to pay any such o	obligation when I filed my bankruptcy petition, and I have bligation since then.
☐ I am or have been required to amounts that my chapter 13 plan red became due between the filing of m	o pay a domestic support obligation. I have paid all such quired me to pay. I have also paid all such amounts that by bankruptcy petition and today.
Part II. If you checked the second box, you	must provide the information below.
My current address is:	
My current employer and my emplo address:	oyer's
Part III. Certification Regarding Section 5	(22(q) (check no more than one)
Pursuant to 11 U.S.C. Section 1328	(h), I certify that:
property that I or a dependent of min	otion pursuant to § 522(b)(3) and state or local law (1) in the uses as a residence, claims as a homestead, or acquired (22(p)(1), and (2) that exceeds \$136,875 <sup>1</sup> in value in the
(1) that I or a dependent of mine use	in property pursuant to § 522(b)(3) and state or local law es as a residence, claims as a homestead, or acquired as $(p)(1)$ , and (2) that exceeds \$136,875 <sup>1</sup> in value in the

<sup>&</sup>lt;sup>1</sup> Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

### Part IV. Debtor's Signature

I certify under penalty of perjury that the inf and correct to the best of my knowledge and belief.	Formation provided in these certifications is true
DATED:	BY:

### **LOCAL BANKRUPTCY FORM 3017-1**

IN RE:			
		:	CHAPTER
		:	
		:	CASE NObk
		:	
	<b>D</b> 14 ()	:	
	Debtor(s)	:	
	_		N REGARDING SURE STATEMENT
that the Amended D	Disclosure Stateme	ent, filed _	onent in the above-captioned case, hereby certifies, contains changes to the such nature and degree that:
1	_ notice must be	circulated	as if an original Disclosure Statement;
2	notice need be Statement;	sent only t	o the objectors to the last filed Disclosure
3		-	ed and the Amended Disclosure d as submitted.
Dated:			
		Co	unsel for Plan Proponent

### **LOCAL BANKRUPTCY FORM 3018-1**

IN RE:			:	СНАРТ	TER		
			: :	CASE N	NO	-bk	
	Ι	Debtor(s)	:				
		<u>SECTIO</u>	N 1126 BALI	LOT REPOR	RT FORM		
CLASS I	# BALLOTS CAST	# ACCEPTING	# REJECTING	\$ ACCEPTING	\$ REJECTING	CLASS ACCEPTING	CLASS REJECTING
OLNOS I							
CLASS II							
CLASS III							
CLASS IV							
The follow	ving classes are	impaired:					_•
	all ballots not a , is attached.	ccepted are at	tached. An ex	xplanation of	why the ballo	ots were reject	ted, if
		PLAN ACCEPT		ES	NO	]	
The forego	oing Report is a	ccurate and co	omplete.				
Dated:			Cou	insel for Plan	Proponent		

### **LOCAL BANKRUPTCY FORM 3019-1**

## IN THE UNITED STATES BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

IN RE:

	: :	CHAPTER 11  CASE NObk
Debtor(s)	: :	
		ON REGARDING F REORGANIZATION
The undersigned counsel for the	plan prop	ponent in the above-captioned case, hereby certifies
that the Amended Plan of Reorganizatio	n, filed	, contains changes to the Plan
of Reorganization, filed	, of suc	h nature and degree that:
1 notice must be ci	rculated a	as if an original Plan of Reorganization;
2 notice need be se Reorganization;	ent only to	the objectors to the last filed Plan of
confirmed as sub of Reorganizatio included in the A	omitted. A n have bea amended F	ed and the Amended Plan of Reorganization can be all pending objections to confirmation of the Plan en resolved or settled by the modifications Plan of Reorganization, and the Amended Plan of with the requirements of 11 U.S.C. § 1123 and §
Dated:	Co	unsel for Plan Proponent

### **LOCAL BANKRUPTCY FORM 4001-1**

	: CHAPTER 13	
	:	
	: CASE NODR	
	:	
<b>Debtor</b> (s)	:	
	ETITION PAYMENT HISTORY FGAGE DATED	-
Recorded on, in	County, in Book, at Page	<u></u>
Property Address:		
Mortgage Servicer:		
Post-petition mailing address for Debtor(s	N 1	
	s) to send payment:	
Mortgagor(s)/Debtor(s):		
Mortgagor(s)/Debtor(s):  Payments are contractually due:		
Mortgagor(s)/Debtor(s):  Payments are contractually due:  Monthly Semi-monthly  Each Monthly Payment is comprised of:  Principal and Interest  R.E. Taxes	Bi-weekly Other	
Mortgagor(s)/Debtor(s):  Payments are contractually due:  Monthly Semi-monthly  Each Monthly Payment is comprised of: Principal and Interest  R.E. Taxes	Bi-weekly Other	)

Payment amount due	Date payment was due	Date payment was received	Amount received	Check number	How payment was applied (mo./yr.)
[Continue on attack	ched sheets if nece	ssary]			
TOTAL NUMBE	R OF POST-PETI	TION PAYMENT	ΓS PAST DUE:	as o	f
	•				
TOTAL AMOUN	T OF POST-PET	ITION ARREARS	S:	as of	·
Dated:		Mortgage C	ompany		
			. I\		
		(Print Name	and Title)		

☐ Presumption of Und	lue Hardship
□ No Presumption of	U <b>ndue Hardship</b>
(Check box as directed in Support of Reaffirmati	Part D: Debtor's Statement on Agreement)

#### **LOCAL BANKRUPTCY FORM 4008-1(a)**

### IN THE UNITED STATES BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

IN RE:  Debtor(s)	: : : : : : : : : : : : : : : : : : : :	CHAPTER CASE NObk
		ION AGREEMENT
[Indicate all documents incl	uded in th	is filing by checking each applicable box.]
☐ Part A; Disclosures, Instruand Notice to Debtor (pages 1		☐ Part D: Debtor's Statement in Support of Reaffirmation Agreement
☐ Part B: Reaffirmation Agr	eement	☐ Part E: Motion for Court Approval
☐ Part C: Certification by De Attorney	ebtor's	
[Note: Complete Part E only if of negotiating this agreement.]		as not represented by an attorney during the course
Name of Creditor:		
☐ [Check this box if] Creditor Federal Reserve Act	is a Credit	Union as defined in §19(b)(1)(a)(iv) of the
DADE A DIGGLOGUDE GEATEN	ENITE INIC	TRUCTIONS AND NOTICE TO DEPTOR

#### PART A: DISCLOSURE STATEMENT, INSTRUCTIONS AND NOTICE TO DEBTOR

#### 1. DISCLOSURE STATEMENT

Before Agreeing to Reaffirm a Debt, Review These Important Disclosures:

#### SUMMARY OF REAFFIRMATION AGREEMENT

This Summary is made pursuant to the requirements of the Bankruptcy Code.

#### AMOUNT REAFFIRMED

The ar	nount of debt you have agreed to reaffirm \$
have accrued	nount of debt you have agreed to reaffirm includes al fees and costs (if any) that as of the date of this disclosure. Your credit agreement may obligate you to pay ounts which may come due after the date of this disclosure. Consult your credit
	ANNUAL PERCENTAGE RATE
[The annua	al percentage rate can be disclosed in different ways, depending on the type of debt.]
annual percen	If the debt is an extension of "credit" under an "open end credit plan," as those terms § 103 of the Truth in Lending Act, such as a credit card, the creditor may disclose the tage rate shown in (i) below or, to the extent this rate is not readily available or not eximple interest rate shown in (ii) below, or both.
(i)	The Annual Percentage Rate disclosed, or that would have been disclosed, to the debtor in the most recent periodic statement prior to entering into the reaffirmation agreement described in Part B below or, if no such periodic statement was given to the debtor during the prior six months, the annual percentage rate as it would have been so disclosed at the time of the disclosure statement:%.
	-And/Or-
(ii)	The simple interest rate applicable to the amount reaffirmed as of the date this disclosure statement is given to the debtor: %. If different simple interest rates apply to different balances included in the amount reaffirmed, the amount of each balance and the rate applicable to it are:
\$	@ %;
\$	
\$	
	If the debt is an extension of credit other than under an open end credit plan, the disclose the annual percentage rate shown in (i) below, or, to the extent this rate is not ble or not applicable, the simple interest rate shown in (ii) below, or both.

(i) The Annual Percentage Rate under §128(a)(4) of the Truth in Lending Act, as disclosed to the debtor in the most recent disclosure statement given to the debtor prior to entering into the reaffirmation agreement with respect to the debt or, if no such disclosure statement was given to the debtor, the annual percentage rate as it would have been so disclosed:%.
- $And/Or$ $-$
(ii) The simple interest rate applicable to the amount reaffirmed as of the date this disclosure statement is given to the debtor:
\$%;
c. If the underlying debt transaction was disclosed as a variable rate transaction on the most recent disclosure given under the Truth in Lending Act:
The interest rate on your loan may be a variable interest rate which changes from time to time, so that the annual percentage rate disclosed here may be higher or lower.
d. If the reaffirmed debt is secured by a security interest or lien, which has not been waived or determined to be void by a final order of the court, the following items or types of items on the debtor's goods or property remain subject to such security interest or lien in connection with the debt or debts being reaffirmed in the reaffirmation agreement described in Part B.
Item or Type of Item Original Purchase Price or Original Amount of Loan
<u>Optional</u> — At the election of the creditor, a repayment schedule using one or a combination of the following may be provided:
Repayment Schedule:
Your first payment in the amount of \$ is due on (date), but the future payment amount may be different. Consult your reaffirmation agreement or credit agreement, as applicable.

_	_	_	Or	٠_	_	_

Your payment schedule will be:	(number) paymen	ts in the amount of \$
each, payable (monthly, annually, weekl	y, etc.) on the	(day) of each
(week, month, etc.), unless altered later b	by mutual agreement in	writing.
	Or	

A reasonably specific description of the debtor's repayment obligations to the extent known by the creditor or creditor's representative.

#### 2. INSTRUCTIONS AND NOTICE TO DEBTOR

**Reaffirming a debt is a serious financial decision.** The law requires you to take certain steps to make sure the decision is in your best interest. If these steps are not completed, the reaffirmation agreement is not effective, even though you have signed it.

- 1. Read the disclosures in this Part A carefully. Consider the decision to reaffirm carefully. Then, if you want to reaffirm, sign the reaffirmation agreement in Part B (or you may use a separate agreement you and your creditor agree on).
- 2. Complete and sign Part D and be sure you can afford to make the payments you are agreeing to make and have received a copy of the disclosure statement and a completed and signed reaffirmation agreement.
- 3. If you were represented by an attorney during the negotiation of your reaffirmation agreement, the attorney must have signed the certification in Part C.
- 4. If you were not represented by an attorney during the negotiation of your reaffirmation agreement, you must have completed and signed Part E.
- 5. The original of this disclosure must be filed with the court by you or your creditor. If a separate reaffirmation agreement (other than the one in Part B) has been signed, it must be attached.
- 6. <u>If the creditor is not a Credit Union</u> and you were represented by an attorney during the negotiation of your reaffirmation agreement, your reaffirmation agreement becomes effective upon filing with the court unless the reaffirmation is presumed to be an undue hardship as explained in Part D. <u>If the creditor is a Credit Union</u> and you were represented by an attorney during the negotiation of your reaffirmation agreement, your reaffirmation agreement becomes effective upon filing with the court.

7. If you were not represented by an attorney during the negotiation of your reaffirmation agreement, it will not be effective unless the court approves it. The court will notify you and the creditor of the hearing on your reaffirmation agreement. You must attend this hearing in bankruptcy court where the judge will review your reaffirmation agreement. The bankruptcy court must approve your reaffirmation agreement as consistent with your best interests, except that no court approval is required if your reaffirmation agreement is for a consumer debt secured by a mortgage, deed of trust, security deed, or other lien on your real property, like your home.

#### YOUR RIGHT TO RESCIND (CANCEL) YOUR REAFFIRMATION AGREEMENT

You may rescind (cancel) your reaffirmation agreement at any time before the bankruptcy court enters a discharge order, or before the expiration of the 60-day period that begins on the date your reaffirmation agreement is filed with the court, whichever occurs later. To rescind (cancel) your reaffirmation agreement, you must notify the creditor that your reaffirmation agreement is rescinded (canceled).

#### **Frequently Asked Questions:**

What are your obligations if you reaffirm the debt? A reaffirmed debt remains your personal legal obligation. It is not discharged in your bankruptcy case. That means if you default on your reaffirmed debt after your bankruptcy case is over, your creditor may be able to take your property or your wages. Otherwise, your obligations will be determined by the reaffirmation agreement which may have changed the terms of the original agreement. For example, if you are reaffirming an open end credit agreement, the creditor may be permitted by that agreement or applicable law to change the terms of that agreement in the future under certain conditions.

Are you required to enter into a reaffirmation agreement by any law? No, you are not required to reaffirm a debt by any law. Only agree to reaffirm a debt if it is in your best interest. Be sure you can afford the payments you agree to make.

What if your creditor has a security interest or lien? Your bankruptcy discharge does not eliminate any lien on your property. A "lien" is often referred to as a security interest, deed of trust, mortgage, or security deed. Even if you do not reaffirm and your personal liability on the debt is discharged, because of the lien your creditor may still have the right to take the property securing the lien if you do not pay the debt or default on it. If the lien is on an item of personal property that is exempt under your State's law or that the trustee has abandoned, you may be able to redeem the item rather than reaffirm the debt. To redeem, you must make a single payment to the creditor equal to the amount of the allowed secured claim, as agreed by the parties or determined by the court.

**NOTE:** When this disclosure refers to what a creditor "may" do, it does not use the word "may" to give the creditor specific permission. The word "may" is used to tell you what might occur if the law permits the creditor to take the action. If you have questions about reaffirming a debt or what the law requires, consult with the attorney who helped you negotiate this agreement reaffirming a debt. If you don't have an attorney helping you, the judge will explain the effect of reaffirming a debt when the hearing on the reaffirmation agreement is held.

#### PART B: REAFFIRMATION AGREEMENT

1.

(Signature)

Date: \_\_\_\_\_

Brief description of credit agreement.

I (	(we)	agree to	reaffirm	the debts	arising	under the	credit	agreement	described	below
• '	( '' '	45100 00	104111111	tile accus	· carronna	wiiwei tiie	or care	and controlle	accertace	CCICTO

2. Description of a agreement:	any changes to the credit agreement made as part of t	his reaffirmatior
SIGNATURE(S):		
Borrower:	Accepted by creditor:	
(Print Name)	(Print Name of Creditor)	
(Signature)	(Address of Creditor)	
Date:	(Signature)	
Co-borrower, if also reaffirming	these debts:  (Printed name and Title of Individual Sign	ning for Creditor)
(Print Name)	Date of creditor acceptance:	

### PART C: CERTIFICATION BY DEBTOR'S ATTORNEY (IF ANY).

[To be filed only if the attorney represented the debtor during the course of negotiating this agreement.]

I hereby certify that (1) this agreement represents a fully informed and voluntary agreement by the debtor; (2) this agreement does not impose an undue hardship on the debtor or any dependent of the debtor; and (3) I have fully advised the debtor of the legal effect and consequences of this agreement and any default under this agreement.
□ [Check box, if applicable and the creditor is not a Credit Union.] A presumption of undue hardship has been established with respect to this agreement. In my opinion, however, the debtor is able to make the required payment.
Printed Name of Debtor's Attorney:
Signature of Debtor's Attorney:
Date:

#### PART D: DEBTOR'S STATEMENT IN SUPPORT OF REAFFIRMATION AGREEMENT

[Read and complete numbered paragraphs 1 and 2, <u>OR</u>, if the creditor is a Credit Union and the debtor is represented by an attorney, read section 3. Sign the appropriate signature line(s) and date your signature. If you complete sections 1 and 2 <u>and</u> your income less monthly expenses does not leave enough to make the payments under this reaffirmation agreement, check the box at the top of page 1 indicating "Presumption of Undue Hardship." Otherwise, check the box at the top of page 1 indicating "No Presumption of Undue Hardship."]

1. I believe this reaffirmation agreement will not impose an undue hardship on my dependents or me. I can afford to make the payments on the reaffirmed debt because my monthly ncome (take home pay plus any other income received) is \$, and my actual current monthly expenses including monthly payments on post-bankruptcy debt and other reaffirmation agreements total \$, leaving \$ to make the required payments on this reaffirmed debt.
I understand that if my income less my monthly expenses does not leave enough to make the payments, this reaffirmation agreement is presumed to be an undue hardship on me and must be reviewed by the court. However, this presumption may be overcome if I explain to the satisfaction of the court how I can afford to make the payments here:
(Use an additional page if needed for a full explanation.)
I received a copy of the Reaffirmation Disclosure Statement in Part A and a completed and signed reaffirmation agreement.  Signed:
(Joint Debtor, if any)
Date:
— Or — [If the creditor is a Credit Union and the debtor is represented by an attorney]
3. I believe this reaffirmation agreement is in my financial interest. I can afford to make the payments on the reaffirmed debt. I received a copy of the Reaffirmation Disclosure Statement in Part A and a completed and signed reaffirmation agreement.
Signed:
(Debtor) Date:
(Joint Debtor, if any)

#### PART E: MOTION FOR COURT APPROVAL

[To be completed only if the debtor is not represented by an attorney during the course of negotiating this agreement.]

#### MOTION FOR COURT APPROVAL OF REAFFIRMATION AGREEMENT

I (we), the debtor(s), affirm the following to be true and correct:

I am not represented by an attorney in connection with this reaffirmation agreement.

I believe this reaffirmation agreement is in my best interest based on the income and expenses I have disclosed in my Statement in Support of this reaffirmation agreement, and because (provide any additional relevant reasons the court should consider):

	Therefore, I ask the court for an order approving this reaffirmation agreement under the g provisions (check all applicable boxes):
	☐ 11 U.S.C. § 524(c)(6) (debtor is not represented by an attorney during the course of the negotiation of the reaffirmation agreement)
	☐ 11 U.S.C. § 524(m) (presumption of undue hardship has arisen because monthly expenses exceed monthly income)
Signed:	
()	Debtor)
<u>-</u>	Joint Debtor, if any)
(.	Joint Deutor, it any)

### **LOCAL BANKRUPTCY FORM 9004-2**

[Contested Matter Caption]

## IN THE UNITED STATES BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

IN RE:			
		:	CHAPTER
JOHN DOE		:	
		:	
XYZ MORTGAGE	Debtor(s)	:	CASE NObk(judge's initials)
		:	
	CO.	:	
	Movant	:	
		:	
VS.		:	
JOHN DOE		:	
		:	
	Respondent	:	

MOTION OF XYZ MORTGAGE CO. FOR RELIEF FROM THE STAY

### **LOCAL BANKRUPTCY FORM 9004-3**

[Adversary Proceeding Caption]

## IN THE UNITED STATES BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

IN RE:	:	
	:	CHAPTER
JOHN DOE	:	<del></del>
	:	CASE NObk(judge's initials
<b>Debtor</b> (s)	:	
	:	
XYZ MORTGAGE CO.	:	
Plaintiff	:	
	:	COMPLAINT TO DETERMINE
vs.	:	DISCHARGEABILITY OF DEBT
	:	
JOHN DOE	:	
Defendant	:	ADVERSARY NOap-

MOTION OF XYZ MORTGAGE CO. FOR SUMMARY JUDGMENT

### **LOCAL BANKRUPTCY FORM 9013-4**

IN RE:	: CHAPTER
	: CASE NObk
<b>Debtor</b> (s)	: :
Plaintiff(s)/Movant(s) vs.	: : Nature of Proceeding: :
Defendant(s)/Respondent(s)	: :
REQUEST TO CONTINUE	E HEARING/TRIAL WITH CONCURRENCE <sup>2</sup>
This request must be filed at least twen approved by the Court. Submitting a request is	ty-four (24) hours prior to the hearing. All requests must be not an automatic continuance.
The undersigned hereby requests a con is a first request for a continuance. <sup>3</sup>	tinuance with the concurrence of the opposing party (parties). This
Reason for the continuance.	
Contemporaneous with the filing of thi counsel participating in this proceeding.	s request, the undersigned has served a copy of this request upon all
Dated:	
	Attorney for
	Name: Phone Number:

<sup>&</sup>lt;sup>2</sup> No alterations or interlineations of this document are permitted.

<sup>&</sup>lt;sup>3</sup> If this is not a first request for a continuance, then a Motion to Continue must be filed.

#### **LOCAL BANKRUPTCY FORM 9019-1**

IN RE	:	CHADEED
		: CHAPTER
		: CASE NObk
Debtor(s)  Plaintiff(s)/Movant(s) vs.		: : ADVERSARY NOap : (if applicable) : : : Nature of Proceeding:
		: :
	Defendant(s)/Respondent(s)	: Document #:
	REQUEST TO REMOV	VE FROM THE HEARING/TRIAL LIST*
CHECI	K ONE: The undersigned hereby withdraws the	above identified pleading with the consent of the opposition, if
	The undersigned counsel certifies as fo	illows:
	(1) A settlement has been reached check only one).  □ Thirty (30) days. □ Forty-five (45) days. □ Sixty (60) days.	which will be reduced to writing, executed and filed within (please
	(2) If a stipulation is not filed or a may dismiss the matter without further	hearing requested within the above-stated time frame, the Court notice.
	(3) Contemporaneous with the filing upon all counsel participating in this pr	ng of this request, the undersigned has served a copy of this request roceeding.
Dated:		
		Attorney for

<sup>\*</sup>No alterations or interlineations of this document are permitted. This request must be filed twenty-four (24) hours prior to the hearing.

### **LOCAL BANKRUPTCY FORM 9074-1**

IN RE:	
	: CHAPTER
	: CASE NObk
<b>Debtor</b> (s)	: : : ADVERSARY NOap : (if applicable) :
Plaintiff(s)/Movant(s)	: :
vs.	: Nature of Proceeding:
	: Pleading:
	: :
Defendant(s)/Respondent(s)	: Document #:
	RRENCE FOR TELEPHONIC TESTIMONY VIA COURTCALL
	usiness days before the scheduled hearing. If a certification phonic testimony must be obtained from the Court.)
1. HEARING INFORMATION	
Hearing Type (e.g., Motion to Dismiss, Tri	al)
Hearing Date	Hearing Time
2. WITNESSES SCHEDULED TO PRO	OVIDE TELEPHONIC TESTIMONY
<b>3.</b> I hereby certify that all parties participal concurred in the telephonic appearance	of the witness(es) set forth in paragraph 2 above.
Date	Signature of certifying attorney or pro se party
	Name of attorney or pro se party